

CITIBANK, N.A.

MARBLE POINT CLO XIX LTD.

MARBLE POINT CLO XIX LLC

**NOTICE OF REDEMPTION BY REFINANCING AND PROPOSED SUPPLEMENTAL
INDENTURE**

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE SUBJECT NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

Notice Date: April 10, 2024

To: The Holders of the Notes described as follows:

Rule 144A Global		
	CUSIP	ISIN
Class X Notes	56607K AA2	US56607KAA25
Class A Notes	56607K AC8	US56607KAC80
Class B Notes	56607K AE4	US56607KAE47
Class C Notes	56607K AG9	US56607KAG94
Class D Notes	56607K AJ3	US56607KAJ34
Class E Notes.....	56607H AA9	US56607HAA95
Subordinated Notes.....	56607H AG6	US56607HAG65
Income Notes.....	56607J AA5	US56607JAA51

Regulation S Global			
	CUSIP	ISIN	Common Code
Class X Notes	G5841K AA8	USG5841KAA81	228128694
Class A Notes	G5841K AB6	USG5841KAB64	228128716
Class B Notes	G5841K AC4	USG5841KAC48	228128732
Class C Notes	G5841K AD2	USG5841KAD21	228128724
Class D Notes	G5841K AE0	USG5841KAE04	228128759
Class E Notes.....	G5841H AA5	USG5841HAA52	228128775
Subordinated Notes.....	G5841H AD9	USG5841HAD91	228128767
Income Notes.....	G5841J AA1	USG5841JAA19	228128783

Certificated		
	CUSIP	ISIN
Class X Notes	56607K AB0	US56607KAB08
Class A Notes	56607K AD6	US56607KAD63
Class B Notes.....	56607K AF1	US56607KAF12
Class C Notes.....	56607K AH7	US56607KAH77
Class D Notes	56607K AK0	US56607KAK07
Class E Notes.....	56607H AB7	US56607HAB78
Subordinated Notes.....	56607H AH4	US56607HAH49
Income Notes.....	56607J AB3	US56607JAB35

To: Those Additional Parties Listed on Schedule I hereto

Ladies and Gentlemen:

Reference is hereby made to that certain (a) Indenture dated as of February 3, 2021 (as supplemented, amended or modified from time to time, the “Indenture”), among MARBLE POINT CLO XIX LTD., as issuer (the “Issuer”), MARBLE POINT CLO XIX LLC, as co-issuer (the “Co-Issuer”, and together with the Issuer, the “Co-Issuers”), and CITIBANK, N.A. (as successor in interest to Sumitomo Mitsui Trust Bank (U.S.A.) Limited) (“Citi”), as trustee (the “Trustee”) and (b) Income Note Paying Agency Agreement dated as of February 3, 2021 (as supplemented, amended or modified from time to time, the “Income Note Agreement”) between Marble Point CLO XIX Income Note Ltd., as income note issuer, and Citi, as income note paying agent and income note registrar (the “Income Note Paying Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture or the Income Note Agreement, as the case may be.

In a direction dated March 25, 2024, pursuant to Section 9.1(c) of the Indenture a Majority of the Subordinated Notes, with the consent of the Collateral Manger, directed the Co-Issuers to effect an Optional Redemption from Refinancing Proceeds of one or more Classes of Rated Notes. In an Issuer Order dated April 8, 2024, the Issuer advised that the Class A Notes the Class C Notes, the Class D Notes and the Class E Notes are to be redeemed (the “Refinanced Notes”) and that the Optional Redemption from Refinancing Proceeds would occur on April 19, 2024 (the “Refinancing”).

In accordance with Sections 9.4(b) of the Indenture, the Trustee, upon Issuer Order, hereby provides notice of the following information relating to the Refinancing:

The Redemption Date shall be April 19, 2024.

The Record Date shall be April 18, 2024.

Notes	Principal Amount	Redemption Price of the Refinanced Notes
Class A Notes	\$248,000,000	The amount equal to 100% of the outstanding principal amount of the Class A Notes plus accrued and unpaid interest thereon to but excluding the Redemption Date.
Class C Notes	\$22,000,000	The amount equal to 100% of the outstanding principal amount of the Class C Notes plus accrued and unpaid interest thereon to but excluding the Redemption Date, including any Deferred Interest and interest thereon.
Class D Notes	\$23,000,000	The amount equal to 100% of the outstanding principal amount of the Class C Notes plus accrued and unpaid interest thereon to but excluding the Redemption Date, including any Deferred Interest and interest thereon.

Class E Notes	\$14,000,000	The amount equal to 100% of the outstanding principal amount of the Class C Notes plus accrued and unpaid interest thereon to but excluding the Redemption Date, including any Deferred Interest and interest thereon.
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The Issuer reserves the right to notify the Holders that any such notice of redemption has been withdrawn in accordance with and subject to Section 9.3(c) of the Indenture. The Refinanced Notes are to be redeemed in full and the interest on such Refinanced Notes shall cease to accrue on the Redemption Date.

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, paying agents are required to withhold a certain of gross payments to Holders who fail to provide a valid taxpayer identification number on or before the date upon which Notes are presented for payment. Holders are additionally subject to a penalty for failure to provide such number. Please provide a taxpayer identification number when presenting Notes for payment. To avoid this withholding, please submit a form W-9 or other appropriate IRS form.

In connection with the Refinancing and in accordance with Section 8.3 of the Indenture, the Trustee hereby notifies you of the proposed Second Supplemental Indenture (the “Supplemental Indenture”), which will supplement the Indenture according to its terms and which will be executed pursuant to the Indenture, by the Co-Issuers and the Trustee upon satisfaction of all conditions precedent set forth in the Indenture. A copy of the Supplemental Indenture is attached hereto as Exhibit A.

The Supplemental Indenture shall not become effective until each of the following have occurred: (i) execution by the Co-Issuers and the Trustee, (ii) consent of a Majority of the Subordinated Notes, and (iii) the satisfaction of all other conditions set forth in the Indenture.

The proposed date of execution of the Supplemental Indenture is the Redemption Date.

PLEASE NOTE THAT THE FOREGOING IS NOT INTENDED AND SHOULD NOT BE CONSTRUED AS INVESTMENT, ACCOUNTING, FINANCIAL, LEGAL OR TAX ADVICE BY OR ON BEHALF OF THE TRUSTEE OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, ATTORNEYS OR EMPLOYEES. THE TRUSTEE MAKES NO REPRESENTATION, WARRANTY OR RECOMMENDATION IN RESPECT OF THE REFINANCING OR THE SUPPLEMENTAL INDENTURE. EACH PERSON RECEIVING THIS NOTICE SHOULD SEEK THE ADVICE OF ITS OWN ADVISERS IN RESPECT OF THE MATTERS SET FORTH HEREIN.

Should you have any questions, please contact Ecliff Jackman at ecliff.jackman@citi.com.

CITIBANK, N.A., as Trustee and as Income Note
Paying Agent

* No representation is made as to the correctness of the CUSIP or ISIN numbers either as printed on the Notes or as contained in this Notice. Such numbers are included solely for the convenience of the Holders of the Notes.

EXHIBIT A

Supplemental Indenture

SECOND SUPPLEMENTAL INDENTURE

among

**MARBLE POINT CLO XIX LTD.
as Issuer**

**MARBLE POINT CLO XIX LLC
as Co-Issuer**

and

**CITIBANK, N.A.
(as successor-in-interest to SUMITOMO MITSUI TRUST BANK (U.S.A.) LIMITED)
as Trustee**

April 19, 2024

THIS SECOND SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of April 19, 2024, among Marble Point CLO XIX Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”), Marble Point CLO XIX LLC, a limited liability company organized under the laws of the State of Delaware (the “Co-Issuer” and, together with the Issuer, the “Issuers”), and Citibank, N.A. (as successor-in-interest to Sumitomo Mitsui Trust Bank (U.S.A.) Limited), as trustee (herein, together with its permitted successors and assigns in the trusts hereunder, the “Trustee”), hereby amends the Indenture, dated as of February 3, 2021, as amended from time to time (the “Indenture”), among the Issuer, the Co-Issuer and the Trustee. Capitalized terms used in this Supplemental Indenture that are not otherwise defined herein have the meanings assigned thereto in the Indenture.

W I T N E S S E T H

WHEREAS, pursuant to Section 9.1(c) of the Indenture, on any Business Day after the Non-Call Period, one or more Classes of Secured Notes (in whole but not in part) may be Redeemed at their Redemption Price from Refinancing Proceeds, Available Interest Proceeds and any other amounts available for such purpose under this Indenture if a Majority of the Subordinated Notes and the Collateral Manager directs the Issuer and Co-Issuer, if applicable, to Redeem such Class or Classes of the Secured Notes through the Issuance by the Issuer and Co-Issuer, if applicable, of Replacement Notes to new or existing investors or obtaining a loan from one or more financial institutions or other lenders, as determined by the Collateral Manager in its sole discretion;

WHEREAS, on the date of this Supplemental Indenture (the “**Second Amendment Date**”), the Issuers wish to issue the Class A-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes (each as defined in the Indenture after giving effect to this Supplemental Indenture, the “**Refinancing Notes**”) in connection with a Refinancing in whole of the Class A Notes, the Class C Notes, the Class D Notes and the Class E Notes (each as defined in the Indenture, collectively, the “**Redeemed Notes**”);

WHEREAS, pursuant to Section 8.1(a)(xxi)(B) of the Indenture, without the consent of any Holders, but with the consent of the Collateral Manager, the Issuers and the Trustee, at any time and from time to time may enter into one or more indentures supplemental hereto, in form reasonably satisfactory to the Trustee, (x) to effect or facilitate any Refinancing in accordance with the requirements of Section 9.1 of the Indenture and (y) in connection with any such Refinancing, to amend or otherwise modify any Collateral Quality Test or Coverage Test or definitions related thereto; *provided* that, with respect to any amendments undertaken pursuant to clause (y), the Issuer shall obtain (i) unless the Class A Notes are being refinanced in connection with such Refinancing, consent of a Majority of the Class A Notes and (ii) one of the following: (A) Rating Agency Confirmation with respect to the Secured Notes not subject to such Refinancing, (B) consent of a Majority of the Controlling Class or (C) if the Issuer has provided an opportunity for any Class of Secured Notes to object to such supplemental indenture no later than 10 Business Days after notice thereof, consent from a Majority of each Class of Secured Notes

that has so objected; *provided further* that, for the avoidance of doubt, sub-clause (y) above will be satisfied if a Majority of the Class A Notes has consented to such supplemental indenture;

WHEREAS, pursuant to Section 8.1(a)(xxvi) of the Indenture, without the consent of any Holders, but with the consent of the Collateral Manager, the Issuers and the Trustee, at any time and from time to time may enter into one or more indentures supplemental hereto, in form reasonably satisfactory to the Trustee, to modify or amend the Reinvestment Period Criteria, the Post-Reinvestment Period Criteria, the methodology used to calculate the Concentration Limitations or the Collateral Quality Tests and the definitions related thereto which affect the calculation thereof or restrictions on sales of Collateral Obligations set forth in the Indenture; *provided* that, unless such modification or amendment is being made in connection with a Refinancing or a Re-Pricing of all Classes of Secured Notes, the consent of a Majority of the Controlling Class is obtained;

WHEREAS, all of the Redeemed Notes will be redeemed upon giving effect to this Supplemental Indenture, and, pursuant to the terms of this Supplemental Indenture, with respect to the purchasers of Refinancing Notes, each purchaser's payment for its Refinancing Notes will confirm such purchaser's agreement to the terms of this Supplemental Indenture, including the amendments to the Indenture set forth in this Supplemental Indenture, and to the execution of this Supplemental Indenture by the Issuers and the Trustee;

WHEREAS, the Collateral Manager has consented to the terms of this Supplemental Indenture and a Majority of the Subordinated Notes have consented to and confirmed their agreement to the terms of this Supplemental Indenture, including the amendments to the Indenture set forth in this Supplemental Indenture, and to the execution of this Supplemental Indenture by the Issuers and the Trustee; and

WHEREAS, the conditions set forth in Article VIII of the Indenture relating to the execution and delivery of this Supplemental Indenture have been satisfied or waived as of the date hereof.

NOW, THEREFORE, based upon the above recitals, the mutual premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

SECTION 1. Amendments. Effective immediately upon the satisfaction of the conditions set forth in Section 2 hereof, the following amendments are made to the Indenture pursuant to Sections 8.1(a)(xxi) and 8.1(a)(xxvi) of the Indenture:

(i) The following definitions set forth in Section 1.1 of the Indenture shall be amended and restated in their entirety as set forth below:

"Benchmark Rate" means, with respect to (a) Floating Rate Notes (other than the Refinancing Notes), initially, the sum of (i) Term SOFR plus the

Credit Spread Adjustment and (b) the Refinancing Notes, Term SOFR; provided that following a Benchmark Replacement Rate Amendment or a DTR Proposed Amendment, the "Benchmark Rate" shall mean the applicable Benchmark Replacement Rate or DTR Proposed Rate adopted pursuant to such Benchmark Replacement Rate Amendment or DTR Proposed Amendment, as applicable; provided further that, if at any time following the adoption of a Benchmark Replacement Rate or DTR Proposed Rate, such rate determined in accordance with this Indenture would be a rate less than zero, then such rate shall be deemed to be zero for all purposes under this Indenture. For the avoidance of doubt, "Benchmark Rate" in respect of the Class A-R Notes, Class C-R Notes, Class D-R Notes, and the Class E-R Notes shall be calculated pursuant to clause (b) of this definition solely for the purpose of determining the interest accrued on the Class A-R Notes, Class C-R Notes, Class D-R Notes, and the Class E-R Notes and anywhere else the term "Benchmark Rate" is used with respect to the Class A-R Notes, Class C-R Notes, Class D-R Notes, and the Class E-R Notes in this Indenture, Benchmark Rate shall be calculated pursuant to clause (a) of this definition; provided further that the Benchmark Rate shall not be less than zero.

Notwithstanding the foregoing, if a Benchmark Replacement Rate is in effect, references to (i) "Term SOFR Reference Rate" or "Term SOFR" when used with respect to a Floating Rate Collateral Obligation and (ii) the "Benchmark Rate" when used with respect to the Secured Notes, in each case, shall be replaced with a reference to the Benchmark Replacement Rate.

"**Class A Notes**" means (i) prior to the Second Amendment Date, the Class A Senior Floating Rate Notes issued on the Closing Date and (ii) on and from the Second Amendment Date, the Class A-R Notes.

"**Class A-R Notes**" means the Class A-R Senior Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3.

"**Class C Notes**" means (i) prior to the Second Amendment Date, the Class C Mezzanine Deferrable Floating Rate Notes issued on the Closing Date and (ii) on and from the Second Amendment Date, the Class C-R Notes.

"**Class C-R Notes**" means the Class C-R Mezzanine Deferrable Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3.

"**Class D Notes**" means (i) prior to the Second Amendment Date, the Class D Mezzanine Deferrable Floating Rate Notes issued on the Closing Date and (ii) on and from the Second Amendment Date, the Class D-R Notes.

"**Class D-R Notes**" means the Class D-R Mezzanine Deferrable Floating Rate Notes, having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3.

"**Class E Notes**" means (i) prior to the Second Amendment Date, the Class E Mezzanine Deferrable Floating Rate Notes issued on the Closing Date and (ii) on and from the Second Amendment Date, the Class E-R Notes.

"**Class E-R Notes**" means the Class E-R Mezzanine Deferrable Floating Rate Notes having the applicable Note Interest Rate and Stated Maturity as set forth in Section 2.3.

"**Initial Purchaser**" means Barclays Capital Inc., in its capacity as Initial Purchaser under the related Purchase Agreement.

"**Non-Call Period**" means (i) with respect to the Secured Notes (other than the Refinancing Notes), the period from the Closing Date to but excluding December 31, 2020 (ii) with respect to the Refinancing Notes, the period from the Second Amendment Date to but excluding April 19, 2025.

"**Purchase Agreement**" means collectively (i) the purchase agreement, dated on or about the Closing Date, by and among the Issuers, the Income Note Issuer, the Initial Purchaser and the Co-Placement Agent relating to the purchase of certain of the Notes, as modified, amended and supplemented and in effect from time to time and (ii) the Refinancing Purchase Agreement, dated as of the Second Amendment Date, among the Issuers and the Initial Purchaser.

"**Refinancing Notes**" means the Class A-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes.

"**Refinancing Purchase Agreement**" means the purchase agreement, dated as of the Second Amendment Date, among the Issuers and the Initial Purchaser, relating to the purchase of the Refinancing Notes, as modified, amended and supplemented and in effect from time to time.

"**Weighted Average Life Test**" means a test satisfied as of any Measurement Date if the Weighted Average Life of all Collateral Obligations (other than Defaulted Obligations) is less than the number of years specified in the table below for the Payment Date immediately preceding such Measurement Date:

Payment Date	Maximum Weighted Average Life Value
Apr 2024	5.75
Jul 2024	5.50

Oct 2024	5.25
Jan 2025	5.00
Apr 2025	4.75
Jul 2025	4.50
Oct 2025	4.25
Jan 2026	4.00
Apr 2026	3.75
Jul 2026	3.50
Oct 2026	3.25
Jan 2027	3.00
Apr 2027	2.75
Jul 2027	2.50
Oct 2027	2.25
Jan 2028	2.00
Apr 2028	1.75
Jul 2028	1.50
Oct 2028	1.25
Jan 2029	1.00
Apr 2029	0.75
Jul 2029	0.50
Oct 2029	0.25
Jan 2030	0.00

(ii) All references to the “Class A Notes” shall in each case be replaced with references to the “Class A-R Notes”; all references to the “Class C Notes” shall in each case be replaced with references to the “Class C-R Notes”; all references to the “Class D Notes” shall in each case be replaced with references to the “Class D-R Notes”; and all references to the “Class E Notes” shall in each case be replaced with references to the “Class E-R Notes”; provided, that notwithstanding the foregoing, the references to the Class A Notes, Class C Notes, Class D Notes, and the Class E Notes, as applicable, within clause (i) of each of the definitions of the Class A Notes, Class C Notes, Class D Notes, and the Class E Notes shall not be replaced pursuant to this clause (ii).

(iii) Section 1.1 of the Indenture shall be amended by inserting the following new definitions in the appropriate alphabetical location:

“Second Amendment Date” means April 19, 2024.

(iv) References to “the Closing Date” in the definitions of “Rating Agency” and “Rating Agency Confirmation” in the Indenture and in Sections 2.5(j) and 2.12(a)(vi) of the Indenture and in the footnotes to Table 1 and Table 4 of Schedule E of the Indenture

are hereby amended to refer to “the Closing Date or the Second Amendment Date, as applicable”.

(v) The table in Section 2.3(a) of the Indenture is amended by deleting the columns corresponding to the Class A Notes, Class C Notes, Class D Notes, and the Class E Notes and replacing them with the columns below for the Class A-R Notes, Class C-R Notes, Class D-R Notes, and the Class E-R Notes, respectively. The leftmost column is included for information purposes only:¹

Designation	Class A-R Notes	Class C-R Notes	Class D-R Notes	Class E-R Notes
Type	Senior Floating Rate	Mezzanine Deferrable Floating Rate	Mezzanine Deferrable Floating Rate	Mezzanine Deferrable Floating Rate
Applicable Issuer	Issuers	Issuers	Issuers	Issuer
Initial Principal Amount (U.S.\$)	\$248,000,000	\$22,000,000	\$23,000,000	\$14,000,000
Expected S&P Initial Rating	AAA (sf)]	A (sf)	BBB- (sf)	BB- (sf)
Note Interest Rate	Benchmark Rate + 1.40%	Benchmark Rate + 2.50%	Benchmark Rate + 4.00%	Benchmark Rate + 7.50%
Deferrable Class	No	Yes	Yes	Yes
Authorized Denominations (U.S.\$) (Integral Multiples)	250,000 (\$1)	250,000 (\$1)	250,000 (\$1)	250,000 (\$1)
Re-Pricing Eligible Class	No	Yes	Yes	Yes
Higher Ranking Classes	None	X, A-R, B	X, A-R, B, C-R	X, A-R, B, C-R, D-R
Pari Passu Classes	X	None	None	None
Lower Ranking Classes	B, C-R, D-R, E-R, Subordinated	D-R, E-R, Subordinated	E-R, Subordinated	Subordinated

(vi) Each of the Exhibits to the Indenture shall be amended as reasonably acceptable to the Issuers, the Trustee and the Collateral Manager in order to conform such Exhibits to the Indenture as amended by this Supplemental Indenture or to reflect the terms and characteristics of the Refinancing Notes. The Issuer shall deliver, or cause to be delivered, to the Trustee such amended Exhibits on the Second Amendment Date.

(vii) Clause (ii) of the definition of Concentration Limitations shall be amended and restated in its entirety as follows below. The topmost row is included for information purposes only:

¹ NTD: Capital structure TBC.

Collateral Type	Minimum (% of Maximum Investment Amount)	Maximum (% of Maximum Investment Amount)	Exceptions and Additional Requirements
(ii) if the Collateral Obligation is not a Senior Secured Loan, such Collateral Obligations collectively		10.0	not more than 5.0% of the Maximum Investment Amount may consist of Permitted Securities]

(viii) Section 2.2(f) of the Indenture shall be amended and restated in its entirety as follows:

(f) Benefit Plan Investors and Controlling Persons (other than a Benefit Plan Investor or Controlling Person purchasing on the Closing Date or the Refinancing Date, as applicable, or the Collateral Manager or an Affiliate thereof, with the consent of the Issuer) may not hold Issuer Only Notes in the form of Global Securities.

(ix) Section 2.5(k)(xxi)(B) of the Indenture shall be amended and restated in its entirety as follows:

(B) In the case of Issuer Only Notes and Income Notes (or any interest therein), (i) unless otherwise specified in a representation letter in connection with the Closing Date, or the Refinancing Date, as applicable, for so long as it holds such Notes (or any interest therein), it is not, and is not acting on behalf of, a Benefit Plan Investor or a Controlling Person (other than the Collateral Manager or an Affiliate thereof that has provided notice of their Controlling Person status to the Issuer and such transfer will not cause participation in the Issuer Only Notes to be deemed to be "significant" under the Plan Asset Regulation) and (ii) if it is, or is acting on behalf of, a governmental, church or other plan, (x) it is not, and will not be subject to Other Plan Law and (y) its acquisition, holding and disposition of such Notes will not constitute or result in a violation of Similar Law.

(x) References to “the Non-Call Period” in Section 9.1(a) of the Indenture are hereby amended to refer to “the last expiring Non-Call Period”. References to “the Non-Call Period” in Sections 9.1(c), 9.5(c), 9.6(a) and 11.1(a)(xix) of the Indenture are hereby amended to refer to “the applicable Non-Call Period”.

SECTION 2. Conditions Precedent. The Refinancing Notes shall be executed by the Applicable Issuers and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Issuer Order and upon receipt by the Trustee of the following:

(a) Officers’ Certificates of the Issuers Regarding Corporate Matters. An Officer’s certificate of each of the Issuers (1) evidencing the authorization by Resolution of the

execution of this Supplemental Indenture, the Refinancing Purchase Agreement and the execution, authentication and delivery of the Refinancing Notes and specifying the Stated Maturity, principal amount and Note Interest Rate of the notes applied for by it and (2) certifying that (a) the attached copy of the Resolution is a true and complete copy thereof, (b) such resolutions have not been rescinded and are in full force and effect on and as of the date of issuance and (c) the Officers authorized to execute and deliver such documents hold the offices and have the signatures indicated thereon.

(b) Officers' Certificates of the Issuers Regarding Indenture. An Officer's certificate of each of the Issuers stating that the Applicable Issuer is not in Default under the Indenture and that the Issuance of the Refinancing Notes will not result in a default or a breach of any of the terms, conditions or provisions of, or constitute a default under, its Organizational Documents, any indenture or other agreement or instrument to which it is a party or by which it is bound, or any order of any court or administrative agency entered in any Proceeding to which it is a party or by which it may be bound or to which it may be subject; that all conditions precedent provided in the Indenture (as amended) and this Supplemental Indenture relating to the authentication and delivery of the Refinancing Notes have been complied with; and that all expenses due or accrued with respect to the offering of the Refinancing Notes or relating to actions taken on or in connection with the Second Amendment Date have been paid or reserves therefor have been made. The Officer's certificate of the Issuer shall also state that all of its representations and warranties contained in the Indenture are true and correct as of the Second Amendment Date.

(c) Officer's Certificate of Collateral Manager. An Officer's certificate of the Collateral Manager certifying that the Refinancing on the Second Amendment Date meets each of the requirements specified in Section 9.1(c) of the Indenture.

(d) Opinions. Opinions of (A) Milbank LLP, special U.S. counsel to the Issuers, (B) Greenberg Traurig, LLP, counsel to the Trustee, and (C) Appleby (Cayman) Ltd., Cayman Islands counsel to the Issuer, in each case dated the Second Amendment Date, in form and substance satisfactory to the Issuer.

(e) Rating Letters. An Officer's certificate of the Issuer to the effect that attached thereto is a true and correct copy of a letter delivered by the Rating Agency confirming that each Class of Refinancing Notes has been assigned ratings at least equal to the Initial Rating of such Class.

SECTION 3. Certain Terms of the Refinancing Notes.

(a) On the Second Amendment Date, the Issuers will issue notes evidencing the Refinancing Notes, which shall have the designations, original principal amounts and other characteristics as set forth in Section 2.3 of the Indenture (as in effect immediately after this Supplemental Indenture).

(b) The issuance date of the Refinancing Notes shall be the Second Amendment Date and the Redemption Date of the Redeemed Notes shall also be the Second Amendment Date.

(c) Payments on the Refinancing Notes issued on the Second Amendment Date will be made on each Payment Date, commencing on the Payment Date in April 2024.

(d) With respect to each Holder or beneficial owner of a Refinancing Note, such Holder's or beneficial owner's acquisition thereof on the Second Amendment Date shall confirm such Holder's or beneficial owner's agreement to the terms of this Supplemental Indenture, including the amendments to the Indenture set forth in this Supplemental Indenture, the terms of the Indenture as modified by this Supplemental Indenture, and the execution of this Supplemental Indenture by the Issuers and the Trustee. No further action on the part of such holders is required to evidence such consent.

SECTION 4. Deposits.

(a) The Issuers hereby direct the Trustee to deposit in the Collection Account or Payment Account the proceeds of the Refinancing Notes received on the Second Amendment Date and to apply such amounts, together with Available Interest Proceeds and any other amounts available for such purpose under the Indenture to pay the Redemption Price of the Redeemed Notes and the reasonable expenses, fees, costs, and charges to be paid on the Second Amendment Date, in each case, as directed by the Collateral Manager in accordance with the Priority of Payments and, to the extent any such expenses, fees, costs or charges remain unpaid, to pay such amounts as Administrative Expenses to the extent funds are available therefor in accordance with the Priority of Payments on each Payment Date following the Second Amendment Date, until such amounts are paid in full.

SECTION 5. Effect of Supplemental Indenture.

(a) Upon execution of this Supplemental Indenture, the Indenture shall be, and be deemed to be, modified and amended in accordance herewith and the respective rights, limitations, obligations, duties, liabilities and immunities of the Issuer and the Co-Issuer shall hereafter be determined, exercised and enforced subject in all respects to such modifications and amendments, and all the terms and conditions of this Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes. Except as modified and expressly amended by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

(b) Except as expressly modified herein, the Indenture shall continue in full force and effect in accordance with its terms. Upon issuance and authentication of the Refinancing Notes and redemption in full of the Redeemed Notes, all references in the Indenture to Notes and Secured Notes shall apply *mutatis mutandis* to the Refinancing Notes. All references in the Indenture to the Indenture or to "this Indenture" shall apply *mutatis mutandis* to the Indenture as modified by this Supplemental Indenture. The Trustee shall be entitled to all rights, protections, immunities and indemnities set forth in the Indenture as fully as if set forth in this Supplemental Indenture.

(c) The Issuer and the Trustee acknowledge that on the date hereof certain of the Issuer's secured obligations will be repaid in connection with the issuance of the Refinancing

Notes. The Issuer reaffirms the lien Granted on the Assets to the Trustee under the Indenture for the benefit of the Secured Parties, which lien was intended to secure the obligations of the Issuer as amended from time to time, including any refinancings thereof, and which lien shall continue in full force and effect to secure the obligations incurred by the Issuer under the Secured Notes after the date hereof. The Trustee acknowledges the continuing effect of such Grant for the benefit of the Secured Parties, including the Holders of the Secured Notes after the date hereof.

SECTION 6. Binding Effect.

The provisions of this Supplemental Indenture shall be binding upon and inure to the benefit of the Issuer, the Co-Issuer, the Trustee, the Collateral Manager, the Collateral Administrator, the Holders and each of their respective successors and assigns.

SECTION 7. Acceptance by the Trustee.

The Trustee accepts the amendments to the Indenture as set forth in this Supplemental Indenture and agrees to perform the duties of the Trustee upon the terms and conditions set forth herein and in the Indenture set forth therein. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements of the Issuers and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto.

SECTION 8. Execution, Delivery and Validity.

The Issuers represent and warrant to the Trustee that this Supplemental Indenture has been duly and validly executed and delivered by the Issuers and constitutes their legal, valid and binding obligation, enforceable against the Issuers in accordance with its terms.

SECTION 9. GOVERNING LAW.

THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. Severability of Provisions.

If any one or more of the provisions or terms of this Supplemental Indenture shall be for any reason whatsoever held invalid, then such provisions or terms shall be deemed severable from the remaining provisions or terms of this Supplemental Indenture and shall in no way affect the validity or enforceability of the other provisions or terms of this Supplemental Indenture.

SECTION 11. Section Headings.

The section headings herein are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12. Counterparts.

This Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13. Limited Recourse; Non-Petition. The parties hereto agree to the provisions set forth in Sections 2.7(i) and 5.4(d) of the Indenture, and such provisions are incorporated in this Supplemental Indenture, *mutatis mutandis*.

SECTION 14. Direction.

By their signatures hereto, the Issuer and Co-Issuer hereby direct the Trustee to execute this Supplemental Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

Executed as a Deed by:

MARBLE POINT CLO XIX LTD., as Issuer

By: _____

Name: Paul Belson

Title: Director

**MARBLE POINT CLO XIX LLC, as
Co-Issuer**

By: _____

Name: Donald J. Puglisi

Title: Independent Manager

CITIBANK, N.A., as Trustee

By: _____

Name: Ecliff Jackman

Title: Vice President

ACKNOWLEDGED AND CONSENTED TO BY:

MARBLE POINT CLO MANAGEMENT LLC,
in its capacity as Collateral Manager

By: _____

Name: Edward Smith

Title: Authorized Person

SCHEDULE I

Additional Addressees

Issuer:

Marble Point CLO XIX Ltd.
c/o Ocorian Trust (Cayman) Limited
Windward 3, Regatta Office Park
P.O. Box 1350
Grand Cayman, KY1-1108,
Cayman Islands
Attention: The Directors
email: kyStructuredFinance@Ocorian.com

Grand Cayman, KY1-1105
Cayman Islands
email: listing@csx.ky and csx@csx.ky
fax: (345) 945-6061

Co-Issuer:

Marble Point CLO XIX LLC
c/o Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711
email: dpuglisi@puglisiassoc.com

DTC:

legalandtaxnotices@dtcc.com
redemptionnotification@dtcc.com
consentannouncements@dtcc.com
voluntaryreorgannouncements@dtcc.com
redemptionnotification@dtcc.com
eb.ca@euroclear.com
ca_general.events@clearstream.com

Income Note Issuer:

Marble Point CLO XIX Income Note Ltd.
c/o Ocorian Trust (Cayman) Limited
Windward 3, Regatta Office Park
P.O. Box 1350
Grand Cayman, KY1-1108,
Cayman Islands
Attention: The Directors
email: kyStructuredFinance@Ocorian.com

17g-5:

mpclo@alterdomus.com

Collateral Manager:

Marble Point CLO Management LLC
280 Park Avenue
New York, NY 10017
email: notice@marblepointcredit.com

Collateral Administrator:

Alter Domus (US) LLC
225 W Washington Street, 9th Floor
Chicago, Illinois 60606
Attention: Legal Department—Marble Point
CLO XIX Ltd.
email: legal@alterdomus.com

Rating Agencies:

S&P Global Ratings:
email: CDO_surveillance@spglobal.com

Cayman Islands Stock Exchange, Listing

PO Box 2408